

NDPRD Turtle Mountains OHV trails RTP Application

Submitted on: 1/30/2014

Managing Entity:

NDPRD

1600 E. Century Ave

Suite 3

Bismarck, ND 58503

Contact Information:

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Trail Project Name: Turtle Mountains Off-Highway Vehicle trails

Description of Proposed Project: The purpose of this project build a trailhead area for the newly built motorized trails within the Turtle Mountains area. This trailhead would be on North Dakota Forest Service (NDFS) lands; North Dakota Parks and Recreation Department (NDPRD) has a management agreement with the NDFS to manage recreation on those lands.

Property Location Information

Urban or Rural Development: Rural

Address Line 1: Bottineau County, ND 58318

Legal Description: T136N, R76W

Length of New Trail: 4.5 miles

Length of Total Trail if Project is an Extension: 0

General Funding and Property Information

Total Cost: \$50,000.00

Fund Amount: \$40,000.00

Is this Project an Extension to an Existing Trail Project? Yes

Who Holds the Title to the Project Land? North Dakota Forest Service

Estimated Start Date: 8/1/2014

Estimated End Date: 2/1/2016

Classification of Land: State

Check all of the uses the project impacts:

Walking/Hiking, Snowmobiling, ATV Riding, Off-Road Motorcycling

Does the Project fall substantially within a federal highway right-of-way? No

Local Funding Sources: NDPRD- \$10,000.00

****All RTP projects must meet accessibility guidelines in compliance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973 and the Architectural Barriers Act. For more information refer to the U.S. Access Board at www.access-board.gov. Look for the Reg Neg Committee 1999 Report: Accessibility Guidelines for Outdoor Developed Areas.**

Requirements and Evaluation Criteria

1. A project description sufficient to understand the project. Indicate prominently whether this is primarily a maintenance request, an enhancement to an existing trail, new development, acquisition, length of trail etc. Please explain if the application is for one or more phases of a multi-phase project.
 - a. Create a new trailhead area for the roughly 4.5 miles of new motorized recreation trails along with the current inventory of trails. This trailhead area would create a safe and accessible entrance for the Turtle Mountains off-highway vehicle trails. This would be a single stage project.
2. Clearly defined goals for the project (with a delineation of which user groups would benefit from the project).
 - a. Starting this fall, clearing and layout of the trailhead and then late this fall or early next spring, start construction on new trailhead. These trails would benefit both off-highway vehicle enthusiasts and snowmobile enthusiasts since the trails would be open to both user groups (the state snowmobile trail currently goes through this section of property and would be joined up with the off-highway vehicle trail) Both trails would be open to users groups during opposite seasons (OHV use from May 1st to Oct. 1st and snowmobile use from Dec. 1st to April 1st)
3. Costs associated with the project (with estimates of the following components: material/service purchases including hardware, paint, lumber, sand/gravel concrete, landscape materials, signs, design/engineering services and contractor services).
 - a. Estimates from our previous trailhead projects have been between \$40,000.00 to \$50,000.00 (including clearing, layout and building materials to include fencing, rock and logs).
4. Evidence of local/area support (e.g., council resolutions, minutes of public meetings, letters of support, etc.). Project sponsors that fall into one of the Metropolitan Planning Organizations' jurisdictions must provide evidence that their project is in compliance with the MPO Long Range Transportation Plan.
 - a. <http://www.parkrec.nd.gov/information/department/attachments/p-trailplan.pdf>
5. Availability/access to 20% match for eligible elements of the project proposal. Matching funds must not be from other federal sources such as Transportation Enhancement through the Department of Transportation. A resolution from the sponsor of the project regarding the availability of funds will be required prior to any award of a grant.
 - a. Matching funds will be obtained through the state's OHV fund from registrations.
6. Identification of the sponsor of the project: This organization or unit of government will be legally responsible for the project.
 - a. The North Dakota Parks and Recreation Department
7. Evidence of applicant capability (e.g., ability to carry out project, and for development projects, to operate, maintain, and protect trail and facilities when completed).
 - a. The North Dakota Parks and Recreation Department (NDPRD) has carried out previous projects for OHV usage (Turtle Mountains, Pembina Gorge and Roughrider OHV trail) and currently operate and maintain these areas with great success.

8. Written Assurances (if applicable). Produce leases or written assurances that the project will be open for public use.
 - a. Management agreement between North Dakota Forest Service and the North Dakota Parks and Recreation Department.
9. Site and project quality: consideration of the needs of the intended trail user group(s); aesthetic quality of the trail location; appropriateness of the trail for the intended or existing uses; clarity, detail, and quality of project plan/design; quality of existing development (if any) on site or in corridor; attention to safety, accessibility and health considerations.
 - a. Site is an already utilized and disturbed site. Formally used as an archery range and currently used for hunting and the state snowmobile trails runs through the property.
Trailhead layout and design will be done by NDPRD.
10. Public need for and benefit of project: safety concerns, urgency of action, potential to lose the opportunity, number of people who would benefit from the project when compared to cost. Why should this project be funded? How many people could be expected to use the trail over the course of the year as a result of funding the project?
 - a. The master plan along with the State Comprehensive Outdoor Recreation Plan (SCORP) pointed out a large user base for motorized recreation in the region of this proposed trail.
<http://www.parkrec.nd.gov/information/department/attachments/p-scorp-toc.pdf>
11. Context of the project in a wider plan: demonstrated compatibility with local/region/area trail plans and the Statewide Comprehensive Outdoor Recreation Plan. For proposed facilities, what relationship does the proposed development/acquisition have to other outdoor recreation facilities and trails?
 - a. <http://www.parkrec.nd.gov/information/department/attachments/p-trailplan.pdf>
12. Attention to the potential environmental impact of the project and efforts to mitigate adverse effects: Possible areas of consideration include but are not limited to: noise, odors, dust, surface erosion, fish and wildlife populations, damage to wetlands, or other ecologically sensitive natural resources or historical/archeological remains. A cultural review letter or document should be included with the application. All applications are subject to review by the State Historical Society.
 - a. Cultural survey has already been done.
13. Impact on adjoining landowners in the vicinity of the project: Identify adverse impacts that might be realized as a result of completing the project, and how the project's design attempts to mitigate adverse impacts. How might the project improve conditions for adjacent landowners?
 - a. Boundaries not already fenced will be fenced in cooperation with the North Dakota Forest Service.

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons submitting this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – The prospective primary participant further agrees by submitting this proposal that it will include the clause titles, “Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; Certification Regarding Drug- Free Workplace Requirements-Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – (See Appendix C of Subpart D of 43 CFR Part 12)

Checking the boxes on this form and submitting it provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the funding agency determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

☒ CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or

- local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Part B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

☐ CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Part C: Certification Regarding Drug-Free Workplace Requirements

☒ CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

1. The grantee certifies that it will or continue to provide a drug-free workplace by:
 1. (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. (b) Establishing an ongoing drug-free awareness program to inform employees about-
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 4. (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers (s) of each affected grant;
 6. (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
Place of Performance (Street address, city, county, state, zip code)

Part D: Certification Regarding Drug-Free Workplace Requirements

☐ CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number (s) of each affected grant.

Part E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative

☐ CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

☐ CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



J-1-f:Z

**RECREATION LANDS MANAGEMENT AGREEMENT BETWEEN THE
NORTH DAKOTA FOREST SERVICE AND
THE NORTH DAKOTA PARKS AND RECREATION DEPARTMENT**

1. SCOPE OF AGREEMENT - This Recreation Lands Management Agreement ("Agreement") is between the North Dakota Parks and Recreation Department (NDPRD) and the North Dakota Forest Service (NDFS). The purpose of this Agreement is to cooperate in the proper use and management of certain public lands owned by the State of North Dakota, and exchanging and transferring certain land management responsibilities on these public lands. This Agreement identifies the public lands on which land management responsibilities will be transferred or exchanged, and the terms and conditions of such transfers set forth.
2. TERM- The term of this Agreement commences on July 1, 2010, and ends June 30, 2035.
3. NDPRD Responsibilities
 - a. NDPRD shall manage and develop recreational trails for off-highway vehicle and snowmobile use within the Turtle Mountain School Acquisition (Township 163N, Range 76W, Section 36) of the Turtle Mountain State Forest (Exhibit A) and Coppice Forest Tract (Township 158N, Range 75W, NEY.NWY., W'h.W'h., Section 20) of the Mouse River State Forest (Exhibit B), which are owned by the State of North Dakota through the NDFS. NDPRD may rename the two above referenced public lands in consultation with the NDFS, which will become designated as State Recreation Areas.
 - b. NDPRD shall manage and develop recreational trails for compatible forms of use including, but not limited to, horseback riding, hiking, mountain biking, canoeing, kayaking, snowshoeing, cross country skiing and snowmobiling within the Sheyenne State Forest (Exhibit C); Turtle Mountain State Forest (Exhibit D); and Homen State Forest (Exhibit E), which are owned by the State of North Dakota through the NDFS.
 - c. NDPRD shall take reasonable precautions to avoid the destruction of forest resources when developing trail and trailhead facilities.
 - d. NDPRD may provide enforcement within authority granted in, N.D.C.C 39-24, N.D.C.C 39-24.1, N.D.C.C 39-29, N.D.C.C 55-08 and N.D.A.C. 58-02-08 for negligent recreational use.
 - e. NDPRD shall allow hunting consistent with NDFS rules and all other state and federal laws, however NDPRD reserves the right in consultation with NDFS to limit hunting in specific areas or seasons should safety, development or unforeseen issues arise.
 - f. NDPRD shall provide public information through existing mechanisms on NDFS properties and recreation opportunities NDPRD has responsibility for providing through this Agreement.
 - g. NDPRD shall assume all responsibility for costs associated with the above provisions and the ongoing care and maintenance related to them.
4. NDFS Responsibilities
 - a. NDFS shall retain natural resource management responsibility, including forest management, noxious weed management and spraying, boundary management, and easements issues on NDFS property covered under this Agreement.
 - b. NDFS shall assume full management of the Cordelia Township Tract Township (162N, Range 74W, NY., Section 16), which is owned by the State of North Dakota through NDPRD. NDFS may rename the above referenced public lands in consultation with NDPRD, which will become part of the Turtle Mountain State Forest.

- c. NDFS shall assume all responsibility for costs associated with the above provisions.
- d. If needed, allow NDPRD a single seasonal office space at the Towner State Nursery along with limited equipment storage related to the management of the Coppice Forest Tract (Township 158N, Range 75W, NEY.NWY., *W'hW'h*, Section 20) of the Mouse River State Forest.

5. Transition of Responsibilities

- a. In order to perform an orderly transition of management with no negative public impacts, the following transition timeline is adopted:
 - i. NDPRD shall assume recreational trail management of the Sheyenne State Forest, Turtle Mountain School Acquisition Section of the Turtle Mountain State Forest and Coppice Forest Tract of the Mouse River State Forest effective July 1, 2010.
 - ii. NDPRD shall assume recreational trail management of the Turtle Mountain State Forest and Homen State Forest effective July 1, 2011.
 - iii. NDFS shall assume management of the Cordelia Township Tract effective July 1' 2010.
- b. NDPRD and NDFS agree to work cooperatively, as much as practical, both prior to and after the transition dates to manage any issues which arise related to the transfer of management.

6. **WORK PRODUCT. EQUIPMENT. AND MATERIALS** - The ownership of work product, equipment, or materials created or purchased under this Agreement shall belong to NDFS and the NDPRD.

7. **INDEMNIFICATION**- The NDFS and NDPRD each agree to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this Agreement.

8. **MERGER AND MODIFICATION**- This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

9. **EQUIPMENT REPAIRS** - Repairs necessary to keep in operation any equipment covered by this Agreement during the period of use hereunder shall be the responsibility of the owner of such equipment.

10. **ANNUAL REVIEW**- The NDFS and NDPRD shall meet annually by December 31 to review work associated with this Agreement.

11. **TERMINATION** -This Agreement may be terminated by either party by giving the other party ninety (90) days written notice. The Agreement may be amended by mutual agreement of all parties. If the Agreement is terminated, all finished and unfinished data, studies, surveys, drawings, maps, or materials prepared by the program shall become the property of the respective parties.

12. SEVERABILITY- If any terms of this Agreement are declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain them.

13. APPLICABLE LAW AND VENUE- This Agreement is governed and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, ND.

14. SPOILIATION - The parties agree to promptly notify each other of all potential claims that arise or result from this Agreement. The parties shall take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a claim, while maintaining public safety.

15. EFFECTIVENESS OF AGREEMENT- This Agreement is not effective until fully executed by both parties.


IN WITNESS WHEREOF, the parties to this Agreement execute this Agreement and agree to abide by its terms.



Larry A. Kotchman, State Forester
North Dakota Forest Service

5/3/10

Date



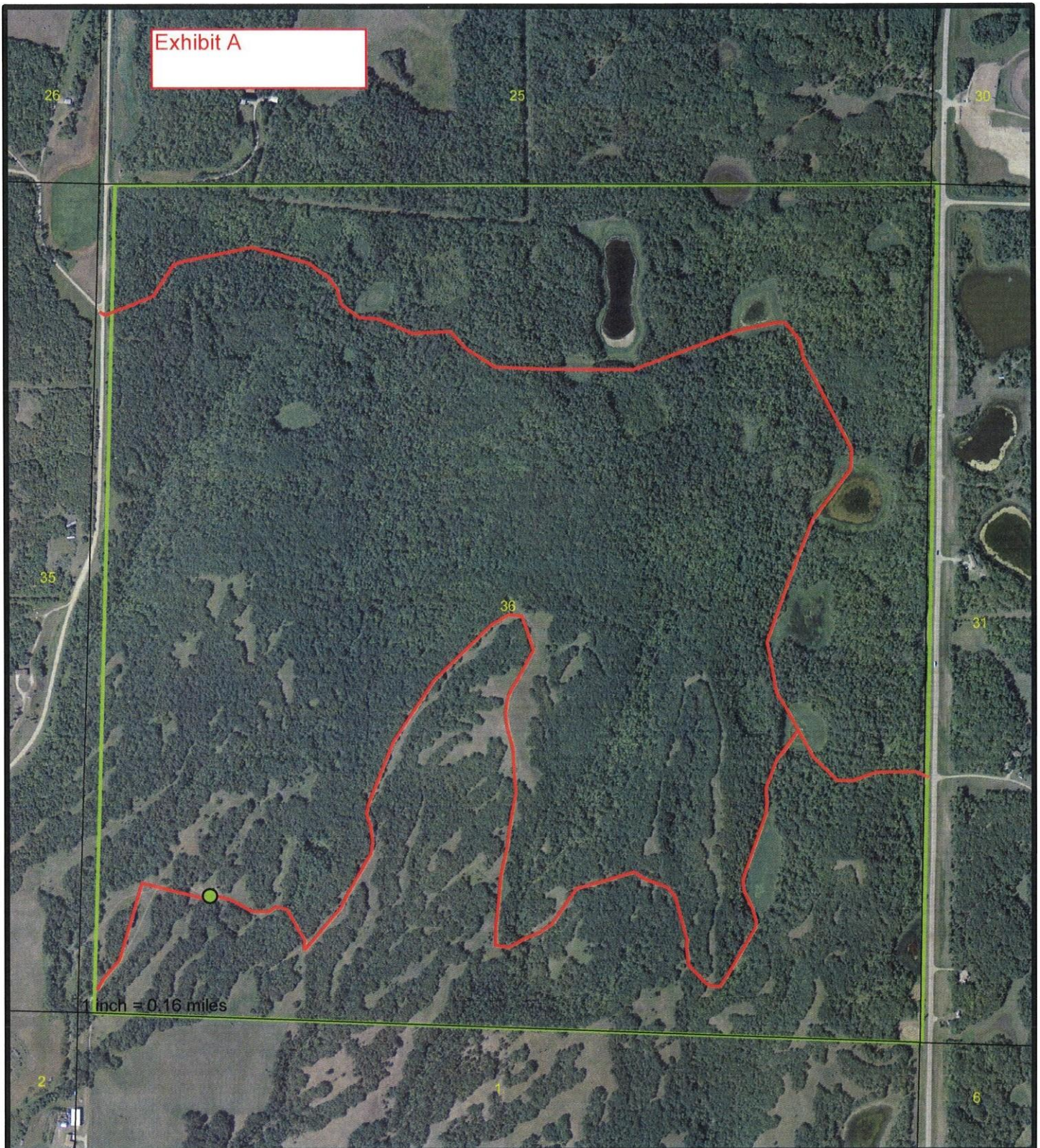
Douglass A. Prchal, Director
North Dakota Parks and Recreation Department

4/29/10

Date

North Dakota Forest Service, Archery Range Section

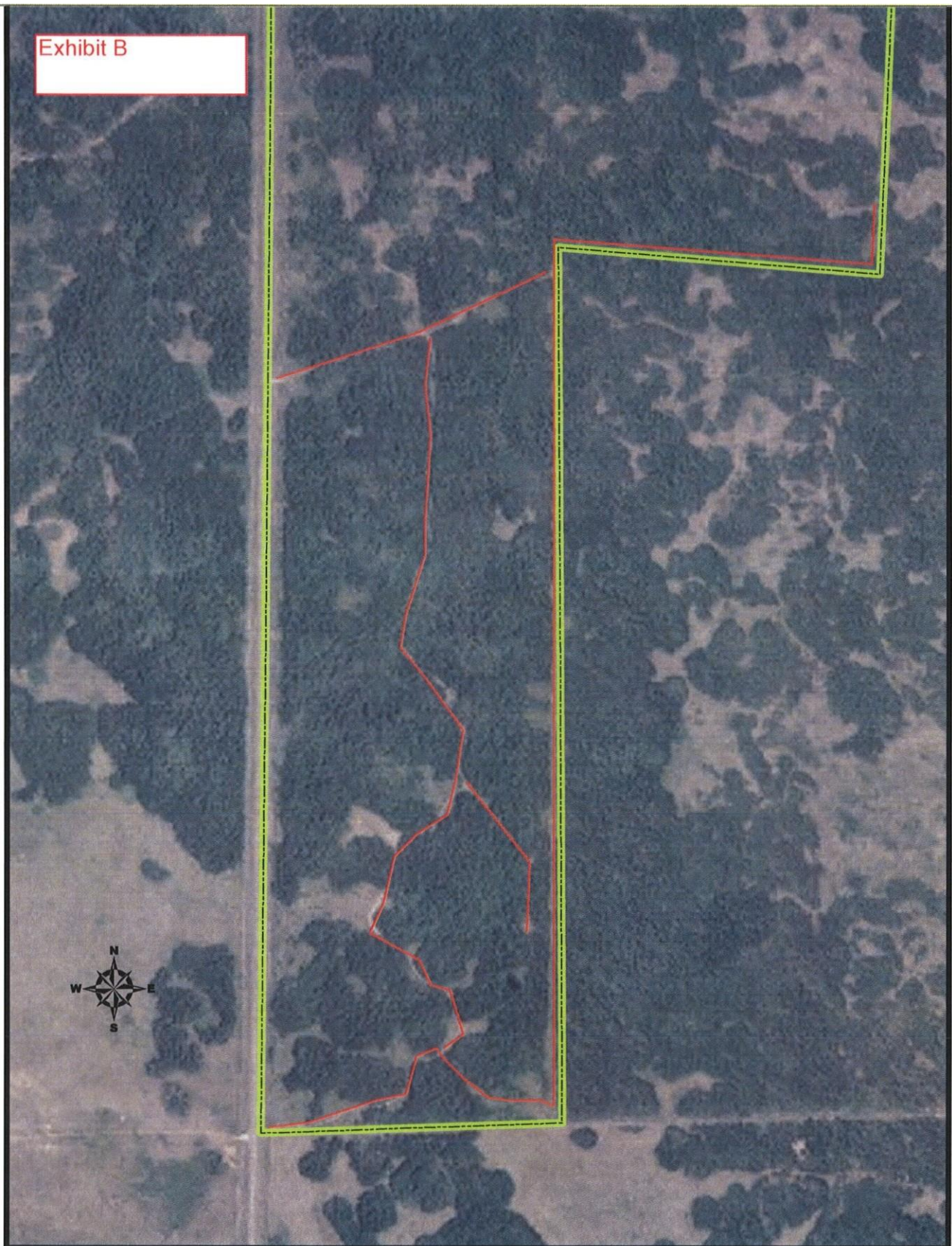
Township: 163 N Range: 76W Section 36



Legend

- Picnic Table
- Existing Trails! - 3.7 Miles
- NDFS_poly

Mouse River State Forest Trails, North Tract (Vagabond) McHenry County



Sheyenne State Forest Trails

North Country Trails

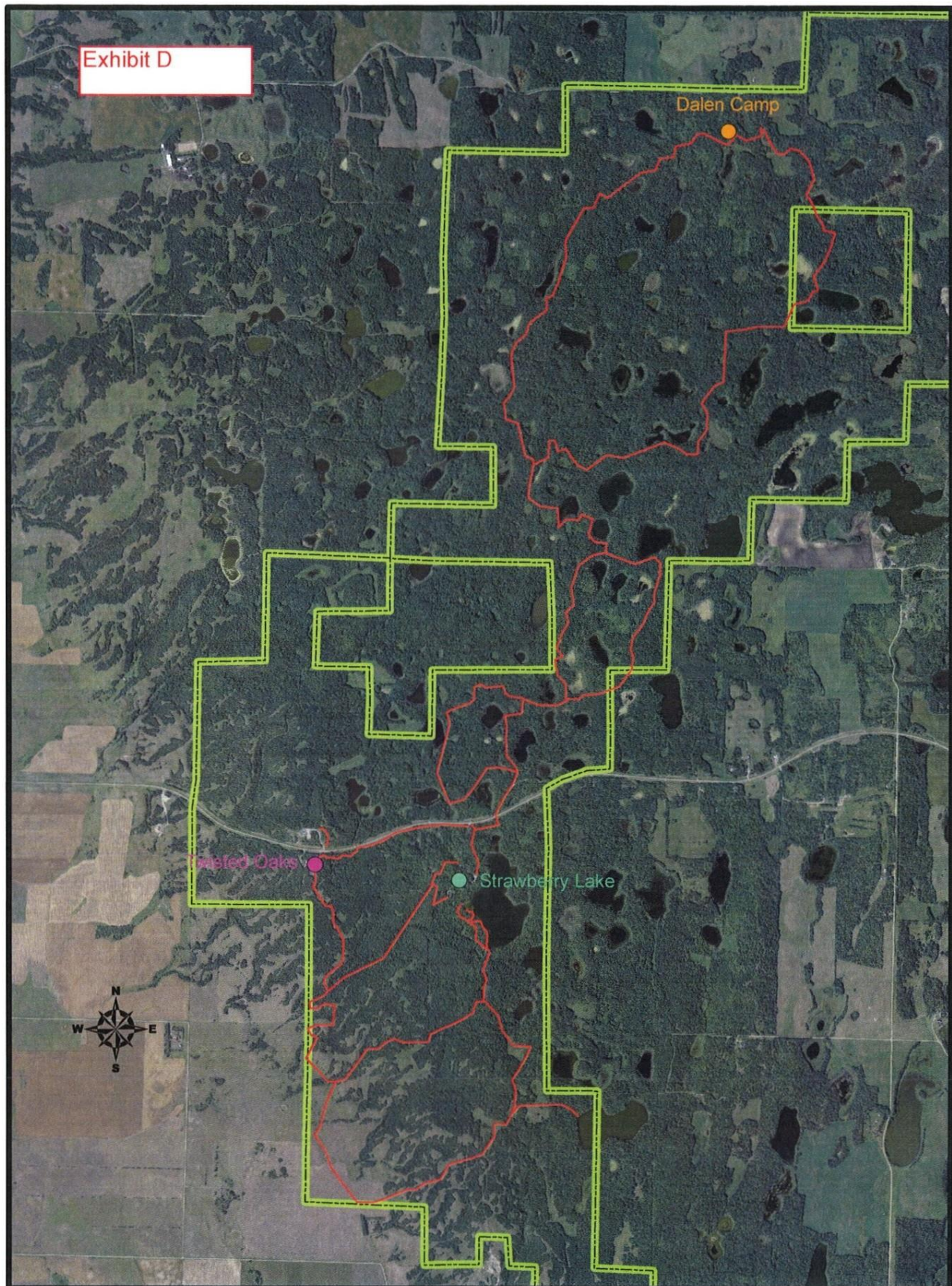
Exhibit C

Legend

- -
 -
- Bridge
- Spring

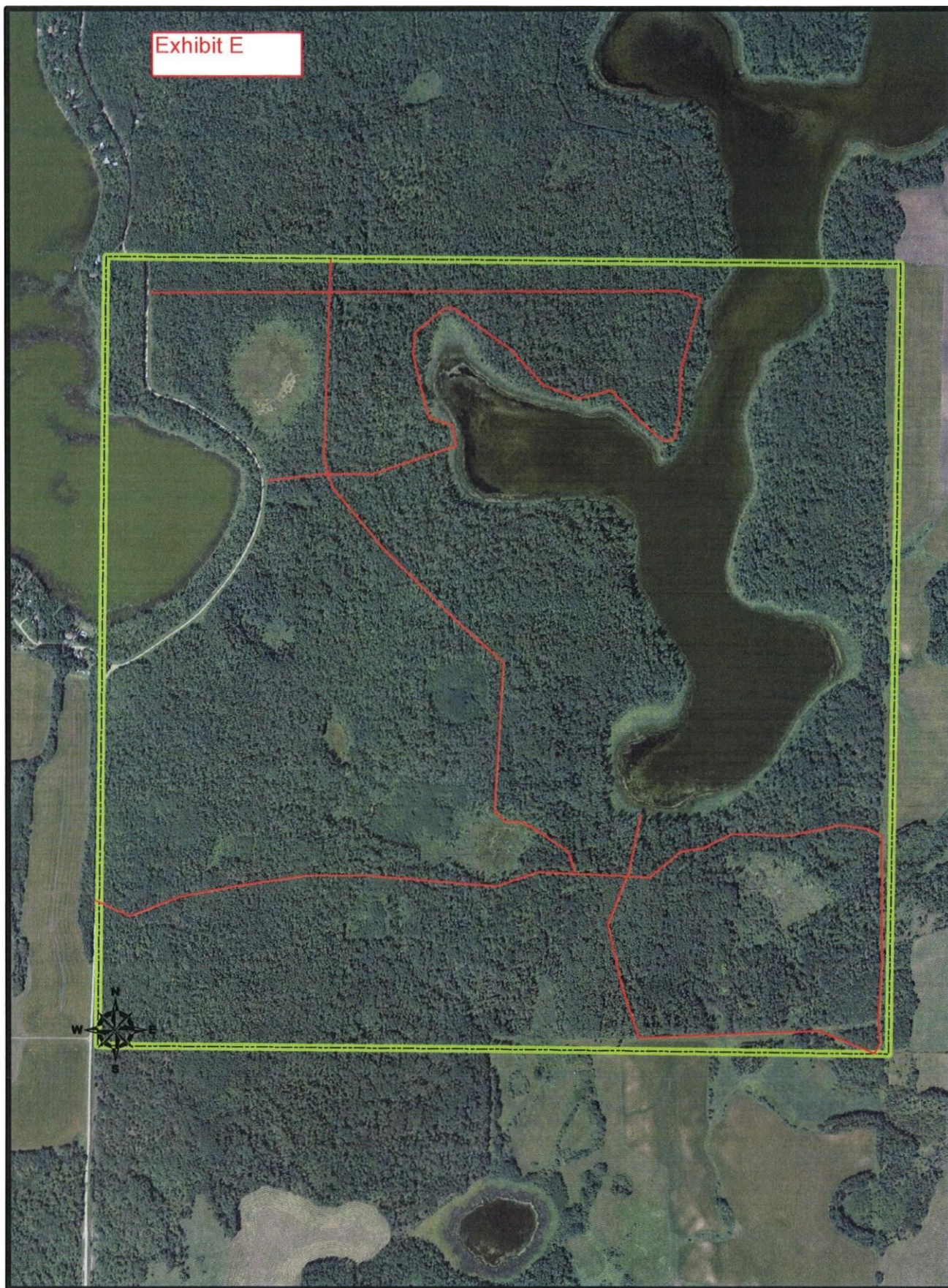
1 inch = 0.29 miles

Turtle Mountain State Forest Trail System



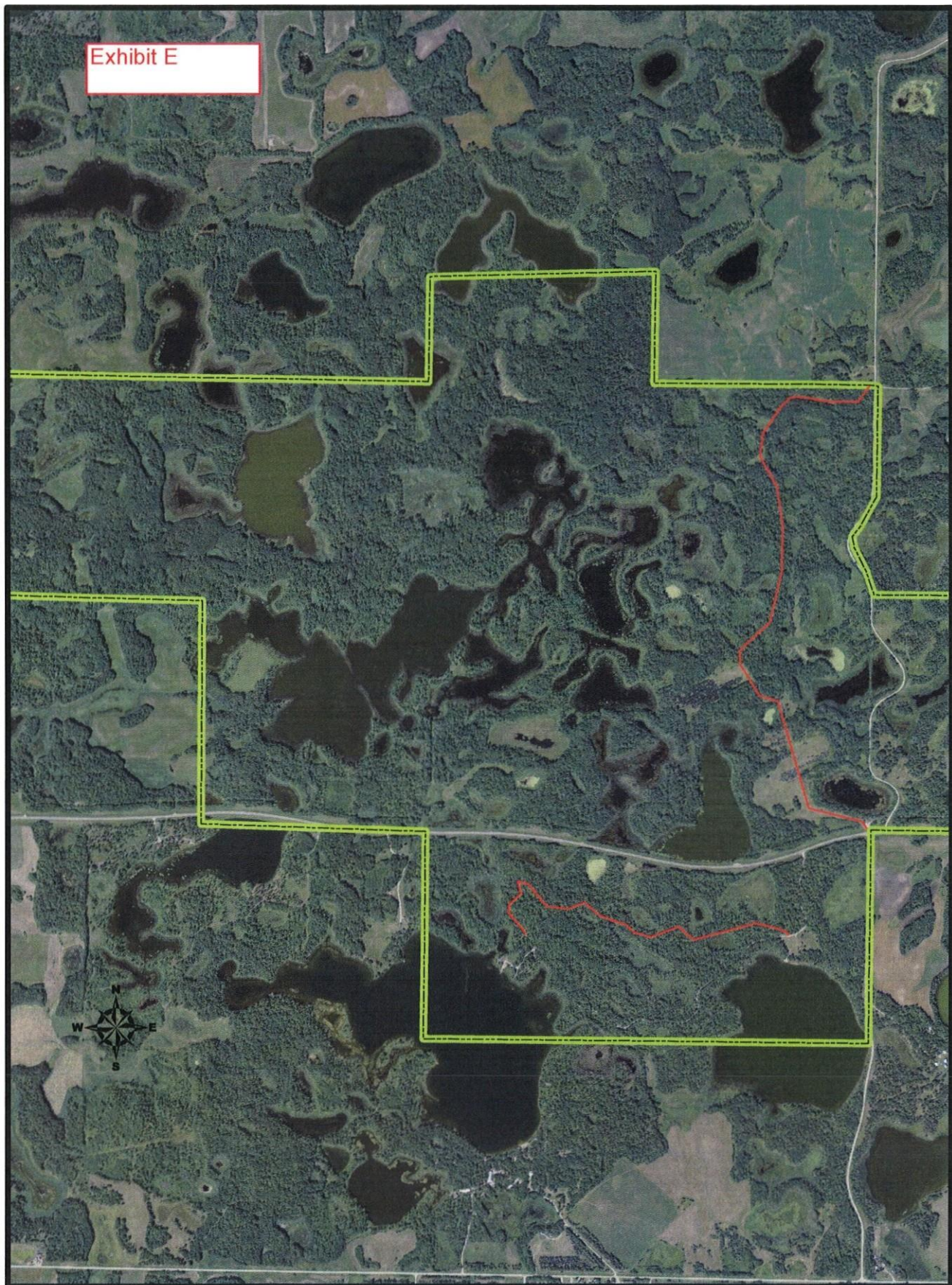
1 inch = 0.58 miles

Hartley/Boundary Trails, Homen State Forest



1 inch = 0.17 miles

Pelican and Sandy Lake Trails



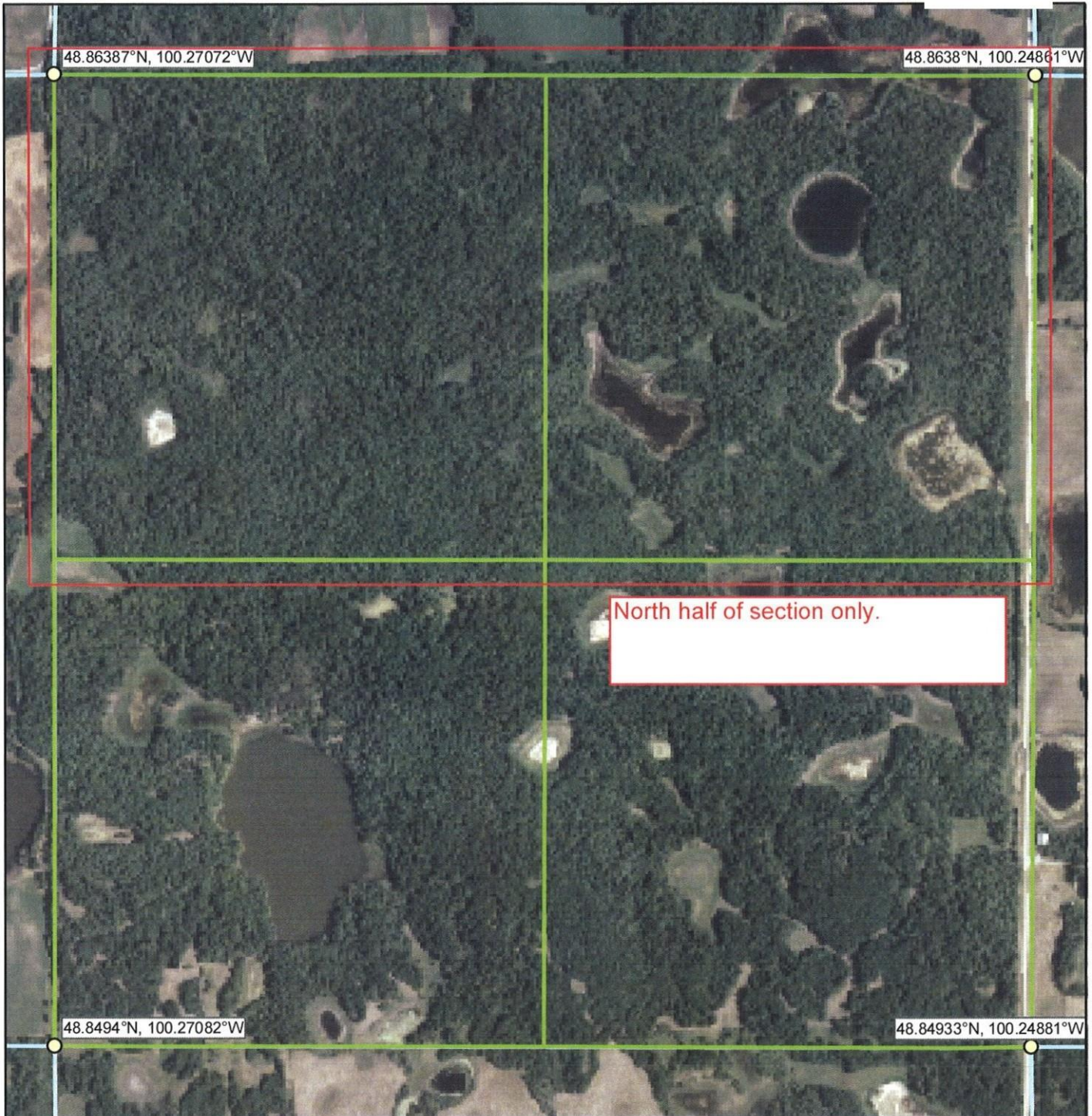
1 inch= 0.3 miles

16-T162-R74



Bottineau County

Township: Cordelia



Map coordinates may be used as a general guideline and are accurate within +/- 70'. Set the map datum on your GPS to WGS 84 to use these coordinates. For more information visit www.land.state.nd.us.

School trust lands are outlined in green.

9r-----+-----+-----lf-----o+5-----+-----+-----11 Miles